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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FIFTH APPELLATE DISTRICT

In re the Marriage of ALICIA Z. B. De and VICTOR M. TERRIQUEZ.	
ALICIA Z. B. DE TERRIQUEZ, Respondent, v. VICTOR M. TERRIQUEZ, Appellant.	F076769 (Super. Ct. No. 15CEFL00534) **OPINION**

THE COURT[*]

APPEAL from an order of the Superior Court of Fresno County. David C. Kalemkarian, Judge.

Victor M. Terriquez, in pro. per., for Appellant.

Alicia Z. B. De Terriquez, in pro. per., for Respondent.

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In this marital dissolution action, the judgment required husband to refinance the loan on the parties' residence. If he was unable to do so, the residence was to be sold and

[*] Before Hill, P.J., Smith, J. and Meehan, J.

the proceeds split equally between the parties. When husband failed to refinance, wife requested an order for sale of the property. Her request was granted, and the trial court ordered the property to be sold. Husband appeals from that order. We find no error and affirm the order.

FACTUAL AND PROCEDURAL BACKGROUND

A judgment of dissolution was entered, based in part on the parties' marital settlement agreement. As to the division of community property, the parties agreed their residence would become husband's separate property, along with the mortgage payment. Husband was given six months to refinance the mortgage on the property, commencing when the judge signed the judgment. If husband was unable to refinance within that time, the property was to be sold, and any equity proceeds were to be equally divided between the parties.

The trial court signed and entered the judgment on March 22, 2017. More than six months later, wife filed a request for an order enforcing the judgment and requiring husband to sell the residence; she alleged he had not refinanced the loan as required. Husband filed a responsive declaration, objecting to the sale of the residence and asserting that, when he purchased the property, wife signed a quitclaim deed disclaiming any interest in the property and making it his separate property. He asserted he relied on the quitclaim deed and believed he did not have to sell the property.

The trial court heard the matter and determined the judgment governed the status of the real property. Accordingly, it ordered that the residence be sold and that the net proceeds be divided equally between the parties. Husband appeals from that order.

DISCUSSION

I. Burden on Appellant

On appeal, the judgment or order challenged is presumed correct and the burden is on the appellant to affirmatively demonstrate error. (*Rayii v. Gatica* (2013) 218 Cal.App.4th 1402, 1408.) It is also the appellant's burden to provide a record adequate to

establish the error the appellant contends occurred. (*Ballard v. Uribe* (1986) 41 Cal.3d 564, 574.) The appellant must support the arguments in its briefs by appropriate reference to the record, including exact page citations. (Cal. Rules of Court, rule 8.204(a)(1)(C); *Duarte v. Chino Community Hospital* (1999) 72 Cal.App.4th 849, 856 (*Duarte*).) If the record is inadequate for meaningful review, or if the appellant fails to support its argument with the necessary citations to the record, the argument is deemed forfeited and the judgment should be affirmed. (*Gee v. American Realty & Construction, Inc*. (2002) 99 Cal.App.4th 1412, 1416; *Duarte, supra,* at p. 856.) " 'The appellate court is not required to search the record on its own seeking error.' " (*Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1246.) These rules apply even when the party is representing himself or herself. (*McComber v. Wells* (1999) 72 Cal.App.4th 512, 522–523.)

II. Enforcement of Judgment

Husband appeals from the postjudgment order entered by the trial court, which enforced the portion of the judgment of dissolution providing for disposition of the parties' real property. The judgment on that issue was based on the parties' marital settlement agreement. The agreement, as incorporated into the judgment, recited that it was intended to be incorporated into the judgment in the dissolution action, that each party either reviewed the agreement with independent counsel or knowingly and voluntarily waived the right to such review, and that the parties entered into the agreement voluntarily, without duress or misrepresentation. Regarding the division of community property, the agreement stated that the parties' real property was acquired during marriage; it provided that the property "shall be the sole and separate property of Husband, along with the mortgage payment." The parties agreed husband would have six months to refinance the mortgage and, if he was unable to do so, then the parties would list the property for sale. Once sold, any equity proceeds received from the sale were to be equally divided between the parties.

Consistent with the provisions of the judgment, after husband failed to refinance the loan on the property within six months, the trial court ordered that the residence be sold. It ordered that the residence be listed for sale no later than December 1, 2017, and that the net proceeds of the sale be divided equally between the parties. The trial court rejected husband's argument that he was not required to sell the home because he had paperwork showing it was his separate property.

In his brief, husband argues the residence was his separate property pursuant to a quitclaim deed signed by wife; he asserts wife presented no evidence she signed the quitclaim deed under duress, and no evidence the residence was community property. From this he concludes he should not have been ordered to sell the residence.

Husband does not contend the trial court, in entering the order enforcing the judgment, misinterpreted the terms of the judgment. He does not deny the judgment contains the provisions for sale of the real property, which the trial court enforced through the order for sale of the property. Rather, husband seems to challenge the terms of the judgment itself, contending the judgment should not have provided for division of the proceeds of the sale of the residence, because the residence was already his separate property. This appeal was not taken from the judgment, however. The time for appeal of the judgment has run (see Cal. Rules of Court, rule 8.104), no appeal from the judgment was taken, and we may not review the judgment in this appeal.

Husband has failed to establish any grounds for refusing to enforce the judgment. He claims wife signed a quitclaim deed, conveying any interest she had in the residence to him as his separate property. Even if this constitutes a challenge to enforcement of the judgment, rather than a challenge to the judgment itself, husband failed to cite us to any document in the record that supports his claim.

In this state, all property acquired by a married person during the marriage is community property. (Fam. Code, § 760.) "Under this section, 'there is a general presumption that property acquired during marriage by either spouse other than by gift or

inheritance is community property unless traceable to a separate property source.' " (*In re Marriage of Rossin* (2009) 172 Cal.App.4th 725, 731.) Spouses may agree to change the status of property through a property transmutation. (*Id*. at p. 733.) "A transmutation of real or personal property is not valid unless made in writing by an express declaration that is made, joined in, consented to, or accepted by the spouse whose interest in the property is adversely affected." (Fam. Code, § 852, subd. (a).) "The party claiming that property acquired during the marriage, which is presumed to be community property, is actually separate property has the burden of overcoming this presumption by a preponderance of the evidence." (*In re Marriage of Sivyer-Foley & Foley* (2010) 189 Cal.App.4th 521, 526.)

The marital settlement agreement, which was incorporated into the judgment, recites that the residence was acquired during marriage. Husband does not contend otherwise. Consequently, the residence was presumed to be community property, and husband bore the burden of proving it was his separate property. Husband claims its status was transmuted by a quitclaim deed signed by wife. He has not cited us to any such quitclaim deed in the record on appeal. He has not cited us to any document in the record in which wife consented in writing to transmuting the parties' residence into husband's separate property. If any such document was admitted in evidence in the trial court in support of husband's position, and if husband intended to rely on that document as the basis of his claim of error in this appeal, he had an obligation to include the document in the record on appeal. Having failed to do so, his claim of error on that ground is forfeited.

The record reflects the parties entered into a written agreement regarding the disposition of the parties' residence. The marital settlement agreement recited that the parties reached agreement during mediation, read and understood the written agreement, and entered into the agreement voluntarily. The parties agreed the residence was acquired during marriage, was to become husband's separate property along with the

mortgage, and, if husband failed to refinance the mortgage on the residence within six months, the residence was to be sold and the proceeds divided equally between the parties. The agreement was incorporated into the judgment. Husband failed to refinance the loan as agreed. The trial court enforced the judgment according to its terms. We find no error in the order requiring sale of the residence.

DISPOSITION

The November 14, 2017 order regarding the sale of the residence and the division of the proceeds, is affirmed. Wife is entitled to her costs on appeal.